

1 training program addressing the institution's sexual  
2 abuse/assault prevention and intervention program. Written  
3 policy, procedure and practice shall provide all staff, to  
4 include volunteers, receive such training prior to assumption of  
5 duties and on an annual basis as part of the institution's in-  
6 service training plan.

7 Pre-service and in-service training shall be augmented with  
8 specialized training and continuing education for appropriate  
9 staff (e.g., case managers, counselors, psychology services  
10 staff, chaplaincy staff, correctional officers, investigatory  
11 officials, health/mental health care providers, etc.).

12 The contractor shall provide disturbance control training to  
13 appropriate staff.

#### 14 **F. Case Records**

##### 16 Inmate Files

17 All inmate files (e.g., central files, medical files, judgment  
18 and commitment (J&C) files, etc.) are to be prepared, maintained  
19 and disposed of in accordance with BOP format and procedures.

20 Policy and procedures shall be developed to ensure the  
21 confidentiality and security of all inmate central files (e.g.,  
22 J&C files, central files, United States Parole Commission mini-  
23 files) in accordance with P.S. 5800.13, Inmate Systems Management  
24 Manual, dated 6/28/02, P.S. 5800.11, Inmate Central File,  
25 Privacy Folder, and Parole Mini-Files, dated 12/31/97, and in  
26 accordance with all applicable federal provisions (e.g., 5 USC  
27 552 and 552a).

##### 28 Records Office Procedures

29 The contractor shall interact with other agencies to satisfy  
30 outstanding inmate obligations, including, but not limited to:

- 31 1) processing of federal and state writs;
- 32 2) administration of the Interstate Agreement on
- 33 Detainers;
- 34 3) detainer inquiries;
- 35 4) lodging and removal of detainers;
- 36 5) notification requests from other agencies; and
- 37 6) coordination of transfer/inmate movement in and out of

1 the facility in accordance with P.S. 5800.13, Inmate  
2 Systems Management Manual, dated 6/28/02, Chapter 8;  
3 P.S. 5875.12, Transfer of Inmates to State Agents for  
4 Production on State Writs, dated 7/31/03; and P.S.  
5 5800.12, Receiving and Discharge Manual, dated 8/17/98.

6 No BOP inmate shall be admitted to the institution unless  
7 designated by the BOP. No BOP inmate shall be permanently  
8 released from custody without BOP written approval.

9 Sentence computations shall be completed in accordance with P.S.  
10 5800.13, Inmate Systems Management Manual, dated 6/28/02; P.S.  
11 5880.28, Sentence Computation Manual (CCA of 1984), dated  
12 7/20/99; 28 CFR 523; and federal criminal code and rules prior to  
13 being submitted to the BOP for review.

14 The contractor shall use SENTRY for the following procedures:  
15 admissions and releases; inmate counts; medical data; inmate  
16 work, housing assignments, classification and programming;  
17 education data; discipline data; victim/witness program; sentence  
18 computations, including good time; and United States Parole  
19 Commission actions. The contractor has the option to use SENTRY  
20 for any other procedures as approved by the COR.

21 The contractor shall: maintain inmate J&C files; maintain file  
22 accountability and security; respond to inmate inquiries; respond  
23 to outside requests for information; compute sentences and  
24 determine release dates; enter sentence computations in SENTRY;  
25 update sentence computations according to amended court orders;  
26 post good conduct time for sentence computations; verify release  
27 methods and dates prior to an inmate's release; scan all J&C file  
28 documents and electronically submit to BOP; and make any changes  
29 as directed by the BOP.

30 The contractor shall sign the Release Authorization after  
31 certification and final audit has been performed by BOP staff.  
32 In instances of immediate release, the BOP will certify the  
33 contractor's sentence computation.

34 The contractor shall comply with the Privacy Act of 1974 (5 USC  
35 552a) and 28 CFR Parts 16 and 513.

#### 36 Pre-Sentence Investigation Reports

37 An inmate's Pre-Sentence Investigation Reports (PSR) and  
38 Statements of Reasons (SOR) from criminal judgments are provided,



1 where authorized by the court, to the contractor to facilitate  
2 sentence administration functions only (e.g., classification,  
3 designation, programming, sentence calculation, pre-release  
4 planning, escape apprehension, prison disturbance response,  
5 sentence commutation, pardon and deportation proceedings of the  
6 inmate). The contractor is prohibited from disclosing copies of,  
7 or information from, these documents to persons unrelated to the  
8 inmate's sentence administration. Requests for access to these  
9 documents from any persons unrelated to the offender's sentence  
10 administration should be referred to the BOP in accordance with  
11 28 CFR 513.

12 The contractor must provide inmates local access to review their  
13 own PSRs and SORs but is prohibited from allowing inmates to  
14 obtain and/or possess photocopies. Local access means contractor  
15 staff must provide inmates reasonable opportunities to locally  
16 review their PSRs and SORs as staff time and official duties  
17 permit. During local reviews, inmates are allowed to make  
18 handwritten notes, including hand copying the document word-for-  
19 word. Only the photocopy replication of these documents is  
20 prohibited.

21 PSRs and SORs are part of the inmate's central file, and the  
22 contractor shall manage these documents in accordance with P.S.  
23 5800.11, Inmate Central File, Privacy Folder, and Parole  
24 Mini-Files, dated 12/31/97. For example, when inmates are  
25 transferred from the contractor facility to another facility, the  
26 entire inmate central file shall be transferred to the new  
27 facility. Similarly, when an inmate is released from the  
28 sentence, the entire inmate central file shall be archived as a  
29 BOP record.

#### 30 **G. Information Systems and Research**

##### 31 Information Systems

32 The BOP information system environment includes mainframe,  
33 Local Area Network (LAN) and Wide Area Network (WAN) components.

34 The BOP mainframe software environment exists in an internally  
35 developed application named SENTRY which is used to support  
36 facility operations. The contractor shall provide and maintain  
37 hardware and software to access SENTRY in the manner referenced  
38 in Section J to operate the facility.

39 The contractor shall appoint a SENTRY security manager who shall

1 be the contractor's point of contact for SENTRY use at the  
2 institution. It is suggested the SENTRY security manager be a  
3 collateral duty appointment. All contractor and subcontractor  
4 staff being granted access to SENTRY shall sign a SENTRY Rules of  
5 Behavior form located in Section J. The SENTRY security manager  
6 shall keep these on file.

7 The technical hardware environment in which computer services are  
8 to be performed consists of IBM-compatible Personal Computers  
9 (PC) operating on a LAN. In addition to providing for the inter-  
10 connection of PC workstations, the LAN also provides connections  
11 to a BOP centralized gateway which connects to an IBM-compatible  
12 mainframe computer located in a DOJ data center.

13 All network operating system hardware furnished by the  
14 contractor shall be compatible with BOP equipment throughout  
15 the life of the contract at the contractor's expense.

16 The contractor is required to provide the hardware and software  
17 contained in Section J in order to participate in the BOP's  
18 information system environment.

19 All network operating system software, applications software and  
20 configurations not furnished by the Government shall be the same  
21 release, version and configuration currently specified by the  
22 contract. The contractor shall adhere to P.S. 1237.14, Personal  
23 Computers and Network Standards, dated 5/7/07, and its associated  
24 Technical Bulletins.

25 The contractor shall ensure the inmate "automated system of  
26 records" is compatible with standard BOP facility and operational  
27 requirements.

28 If it is technically feasible and if approved by the BOP Chief  
29 Information Officer (CIO), the contractor shall be permitted  
30 access to the following programs: Victim Notification System  
31 (VNS), Centra, Web 106, Joint Automated Booking System (JABS) and  
32 the Magic Help Desk (one license per facility). Access shall be  
33 coordinated through the COTR and COR.

34 The contractor shall adhere to P.S. 1237.13, Information  
35 Security, dated 3/31/06, which governs such areas as: security  
36 for and access to sensitive information and systems; minimum  
37 personnel security pre-requisites for computer system users and  
38 administrators; and security and access to computer rooms, etc.



1 The contractor shall ensure fundamental information technology  
2 resources (computer hardware, network and operating system  
3 software and telecommunications facilities) used in performance  
4 of this contract function properly and are maintained in good  
5 operating condition. A minimum Operational Availability Rate  
6 (OAR) of 97% is required for all such resource components. The  
7 contractor shall ensure such resources are compatible with  
8 existing BOP equipment, systems and data exchange functions.

9 GroupWise shall be configured as an external domain to the BOP  
10 primary domain and shall have no physical or logical connections  
11 to any internal or external mail system other than the BOP.

12 Unless specifically approved by the BOP CIO and the COR, the  
13 contractor's network shall have no physical or logical  
14 connectivity to any external systems except to the BOP WAN.

15 The contractor shall have video conferencing capabilities which  
16 can be utilized for Government supplied training, inmate legal  
17 hearings as required by the Government, conferences, etc. In  
18 order to support video conferencing, the video teleconference  
19 device must be approved by the Computer Services and User Support  
20 Branch prior to purchase. The device must be statically  
21 addressed with an address provided by the BOP National Network  
22 Communications (NNC) Branch. The LAN port used for the video  
23 unit must be capable of fixed speed and duplex configuration and  
24 verified by NNC.

#### 25 26 Research

27 Advance approval from the COR shall be obtained for all proposed  
28 research projects. These include projects conducted by the  
29 contractor, subcontractors or any other party. The COR shall be  
30 advised of the progress of all research projects, have total  
31 access to all documents and be provided a copy of the final  
32 report prior to any publication.

33 The contractor is required to participate in any research task  
34 pursued by the Government and shall gather and provide any  
35 information requested. Contractor participation is anticipated  
36 to be primarily in the area of gathering and submitting  
37 statistical information.

38 At the discretion of the Government, an independent evaluator,  
39 compensated by the Government, may interview and/or administer

1 surveys to staff and inmates.

2 **H. Physical Plant**

3 The facility shall be operated and maintained to ensure inmates  
4 are housed in a safe, secure and humane manner. All equipment,  
5 supplies and services shall be contractor furnished except as  
6 otherwise noted in this contract.

7 The facility shall be designed, constructed, operated and  
8 maintained in accordance with all applicable federal, state and  
9 local laws, regulations, codes, guidelines and policies. In the  
10 event of a conflict between federal, state or local laws, codes,  
11 regulations or requirements, the most stringent shall apply. In  
12 the event there is more than one reference to a safety, health or  
13 environmental requirement in an applicable law, standard, code,  
14 regulation or Government policy, the most stringent requirement  
15 shall apply.

16 The contractor shall provide and maintain an electronic security  
17 alarm system which will identify any unauthorized access to the  
18 institution's secure perimeter.

19 The facility shall comply with the International Code Council  
20 (ICC) family of codes, including, but not limited to, the  
21 following:

- 22 1) International Building Code (IBC);
- 23 2) International Plumbing Code (IPC);
- 24 3) International Mechanical Code (IMC); and
- 25 4) International Energy Conservation Code (IECC).

26 The contractor shall comply with the National Electric Code  
27 (NEC). Fire protection and life safety issues shall be governed  
28 by the latest edition of the National Fire Protection Association  
29 (NFPA) 101, Code for Safety to Life from Fire in Buildings and  
30 Structures, and applicable National Fire Codes (NFC). Should  
31 conflicts occur between other codes and NFC, NFC shall apply.  
32 The contractor shall comply with state and local building codes  
33 to the maximum extent possible.

34 The facility shall comply with the Seismic Safety of Federal and  
35 Federally Assisted or Regulated New Building Construction (E.O.  
36 12699). The seismic safety requirements, as set forth in the ICC  
37 family of codes, are the minimum standards. Should the code



1 applicable for the state in which the facility is located be more  
2 stringent than the other codes set forth herein, the state code  
3 shall prevail. If the code cannot be applied, then the locally  
4 adopted codes would prevail for building standards and seismic  
5 acceptability.

6 The facility shall comply with the requirements of the American  
7 with Disabilities Act (ADA). All areas of the buildings and site  
8 shall meet these requirements.

9 Activities implemented, in whole or in part, with federal funds,  
10 must comply with applicable legislation and regulations  
11 established to protect the human or physical environment and to  
12 ensure public opportunities for review. The contractor shall  
13 remain in compliance with federal statutes during performance of  
14 the contract to include, but not be limited to, the Clean Air  
15 Act, Clean Water Act, Endangered Species Act, Resource  
16 Conservation and Recovery Act and other applicable laws,  
17 regulations and requirements. The contractor shall also comply  
18 with all applicable limitations and mitigation identified in any  
19 Environmental Assessment or Environmental Impact Statement  
20 prepared in conjunction with the contract pursuant to the  
21 National Environmental Policy Act, 42 USC 4321.

22 The contractor shall be responsible for and shall indemnify and  
23 hold the Government harmless for any and all spills, releases,  
24 emissions, disposal and discharges of any toxic or hazardous  
25 substance, pollutant or waste, whether sudden or gradual, caused  
26 by or arising under the performance of the contract or any  
27 substance, material, equipment or facility utilized therefore.  
28 For the purposes of any environmental statute or regulation, the  
29 contractor shall be considered the "owner and operator" for any  
30 facility utilized in the performance of the contract and shall  
31 indemnify and hold the Government harmless for the failure to  
32 adhere to any applicable law or regulation established to protect  
33 the human or physical environment. The contractor shall be  
34 responsible in the same manner as above regardless of whether  
35 activities leading to or causing a spill, release, emission or  
36 discharge are performed by the contractor, its agent or designee,  
37 an inmate, visitor or any third party.

38 Should any spills or releases of any substance into the  
39 environment occur, the contractor shall immediately report the  
40 incident to the CO. The liability for the spill or release of  
41 such substances rests solely with the contractor and its agents.

1 A safety program shall be maintained in compliance with all  
2 applicable federal, state and local laws, statutes, regulations  
3 and codes. The contractor shall comply with the requirements of  
4 the Occupational Safety and Health Act of 1970, 29 USC 651, et  
5 seq., and all codes and regulations associated with 29 CFR 1910  
6 and 1926.

7 All fire detection, communication, alarm, annunciation,  
8 suppression and related equipment shall be operated, inspected,  
9 maintained and tested in accordance with the most current edition  
10 of NFPA 72, National Fire Alarm Code. Contractor shall provide  
11 proof of testing and inspections as listed in NFPA 72 and NFPA  
12 13, Installation of Sprinkler Systems, when required.

13 Promptly after the occurrence of any physical damage to the  
14 institution (including disturbances), the contractor shall report  
15 such damage to the COR. It shall be the responsibility of the  
16 contractor to repair such damage, rebuild or restore the  
17 institution consistent with the master design and construction  
18 specifications for the facility at no cost to the Government.  
19 Any deviation from the original design and construction  
20 specifications shall require the prior written concurrence of the  
21 CO.

22 The BOP anticipates a nominal number of BOP staff will be on site  
23 to monitor contract performance and manage other BOP interests  
24 associated with operation of the facility. With BOP concurrence,  
25 the contractor shall designate approximately 2,500 square feet of  
26 secure administrative office space for BOP staff operations as  
27 indicated in Section J. BOP office space shall be located within  
28 close proximity to the administrative office space for the  
29 contractor's staff.

30 The contractor shall provide operational space for the Executive  
31 Office for Immigration Review (EOIR) and United States  
32 Immigration and Customs Enforcement (ICE) operations. EOIR and  
33 ICE will require appropriate space to accommodate video  
34 conferencing equipment for use in immigration removal processing.  
35 Space requirements should, at a minimum, allow for the use of  
36 video conferencing equipment for small groups of inmates and  
37 escorting staff and one office for ICE. With BOP concurrence,  
38 the contractor shall designate an area or multiple use space to  
39 accommodate a video courtroom equal to approximately 300 square  
40 feet and a separate office space for ICE at 150 square feet to be  
41 located near each other and inside the secure perimeter of the  
42 facility as indicated in Section J.



1 All office and multiple use space shall be climate controlled and  
2 complete with appropriate electrical, communication and phone  
3 connections. The contractor shall be responsible for all  
4 maintenance, security and costs associated with space designated  
5 for Government staff.

6 The contractor shall provide no less than 10 parking spaces for  
7 Government use.

## 8 **I. Security and Control**

### 9 Use of Force

10 Any use of force by the contractor shall at all times be  
11 consistent with all applicable policies of the Government. All  
12 use of lethal force by the contractor or any other authority  
13 shall be in compliance with P.S. 5500.12, Correctional Services  
14 Procedures Manual, dated 10/10/03, Chapter 7, Section 702, Use of  
15 Firearms. All use of less lethal force by the contractor or any  
16 other authority shall be in compliance with P.S. 5566.06, Use of  
17 Force and Application of Restraints, dated 11/30/05.

18 All use of force incidents shall be reported in accordance with  
19 P.S. 5500.12, Correctional Services Procedures Manual, dated  
20 10/10/03, Chapter 6, Sections 602, 604 and 605, After-Action  
21 Review and Reporting.

### 22 Arrest Authority

23 The contractor shall have appropriate arrest authority in order  
24 to maintain the security of the correctional institution.

25 The contractor shall ensure the arrest authority meets the  
26 following standards so an officer or employee of the contractor  
27 may:

- 28 1) make arrests on or off facility property without  
29 warrant for the following violations regardless of  
30 where the violation may occur: assaulting staff,  
31 escape, attempted escape and assisting escape;
- 32 2) make arrests on facility property without warrant for  
33 the following violations: theft, depredation of

1 property, contraband, mutiny and/or riot and trespass;  
2 and

3 3) arrest without warrant for any other offense committed  
4 on facility property if necessary to safeguard  
5 security, good order or Government property

6 if such officer or employee of the contractor has reasonable  
7 grounds to believe the arrested person is guilty of such offense  
8 and if there is likelihood of such person's escaping before an  
9 arrest warrant can be obtained. If the arrested person is a  
10 fugitive from custody, such inmate shall be returned to custody.

11 Inmate Accountability

12 SENTRY shall be used for reporting all official counts.  
13 Documentation shall be maintained to support all counts.

14 Key Control

15 The contractor shall develop policy and procedures for the  
16 maintenance and security of keys and locking mechanisms to  
17 include: method of inspection to expose compromised locks or  
18 locking mechanisms; method of replacement for damaged keys and/or  
19 locks; preventative maintenance schedule for servicing locks and  
20 locking mechanisms; restrictions on removal of keys from the  
21 facility and issuance of emergency keys. The contractor shall  
22 notify the BOP in the event any key or locking mechanism is lost  
23 or compromised.

24 Tool Control

25 All controlled tools, equipment and hazardous materials shall be  
26 classified by security risk.

27 Inmate Transportation

28 The contractor is responsible for the movement/transportation of  
29 all inmates within a 400 mile radius of the contract facility.  
30 The contractor shall utilize restraint equipment identical to the  
31 BOP's (Peerless standard 10 oz. hand restraints and 15 oz. leg  
32 restraints; American Padlock with a PTKB-1 key-way code 23638)  
33 when one-for-one equipment exchange is required (e.g., airlifts).



1 Intelligence Operations

2 Policy and procedures for collecting, analyzing, disseminating  
3 and safeguarding intelligence information regarding issues  
4 affecting safety, security and the orderly operation of the  
5 facility shall be developed.

6 The contractor shall have a position at the institution dedicated  
7 to intelligence operations. The position shall be known as an  
8 Intelligence Officer (IO).

9 The contractor shall develop a urine and alcohol surveillance  
10 program at the facility which complies with P.S. 6060.08, Urine  
11 Surveillance and Narcotic Identification, dated 3/8/01, and CFR  
12 28.550.10. Only laboratories certified by the Substance Abuse  
13 and Mental Health Services Administration, Department of Health  
14 and Human Services, shall be used for urine surveillance.

15 If authorized to do so under applicable law, the IO shall be  
16 responsible for administration of the inmate telephone monitoring  
17 program. These responsibilities include, but are not limited to:  
18 gathering intelligence from monitored inmate telephone calls and  
19 producing concise intelligence summaries of the calls; subject  
20 matter expertise on inmate telephone monitoring procedures; and  
21 use of telephone monitoring equipment.

22 All requests by law enforcement authorities, other than BOP  
23 staff, regarding inmate telephone monitoring shall be immediately  
24 referred to the COR.

25 The IO office shall have SENTRY access. The IO will be required  
26 to utilize various BOP information data bases in the performance  
27 of required duties. All IO computer hardware/software and  
28 related telephone recording equipment/monitoring media shall be  
29 designated as "Sensitive But Unclassified." Areas containing  
30 such equipment shall be designated as "Restricted" and "Limited  
31 Access" areas. Inmates are prohibited from entering or working  
32 in the IO office and the inmate telephone monitoring and  
33 telephone media library rooms.

34  
35 The IO shall submit information and reports as requested by the  
36 BOP. The IO shall provide the BOP with quarterly intelligence  
37 updates relating to intelligence gathered by using the Automated  
38 Intelligence Management System (AIMS). The IO shall participate  
39 in meetings and training as requested by the BOP.

1 Intervention Equipment

2 The contractor shall submit to the COR a proposed inventory of  
3 intervention equipment for approval (e.g., weapons, munitions,  
4 chemical agents, electronics/stun technology, etc.) intended for  
5 use during performance of this contract 30 days prior to NTP.  
6 The contractor shall submit any changes to the intervention  
7 equipment inventory to the COR for approval prior to use.

8 The use and carrying of weapons for training shall meet all  
9 federal, state and local laws and regulations.

10 Reporting

11 The contractor shall report all criminal activity related to the  
12 performance of this contract to the BOP and the appropriate law  
13 enforcement investigative agency (e.g., state/local authorities,  
14 Federal Bureau of Investigation, United States Marshals Service).

15 The contractor shall telephonically report immediately any  
16 serious incident to the COR and submit a report of the incident  
17 using Report of Incident (Form BP-A583) by the next business day.  
18 Serious incidents include, but are not limited to: activation of  
19 disturbance control team(s); disturbances (including gang  
20 activities, group demonstrations, food boycotts, work strikes,  
21 work-place violence, civil disturbances/protests); staff use of  
22 force, including use of immediate, calculated lethal and less  
23 lethal force; inmates in restraints more than eight hours;  
24 assaults on staff/inmates resulting in injuries requiring medical  
25 attention (does not include routine medical evaluation after the  
26 incident); fights resulting in injuries requiring medical  
27 attention; fires; full or partial lock down of the facility;  
28 escapes; weapons discharge; suicide attempts; deaths; hunger  
29 strikes; adverse incidents that attract unusual interest or  
30 significant publicity; adverse weather (e.g., hurricanes, floods,  
31 ice/snow storms, heat waves, tornadoes); fence damage; power  
32 outages; bomb threats; central inmate monitoring cases (non-  
33 separation) transported to a community hospital; significant  
34 environmental problems that impact the facility operations;  
35 transportation accidents (airlift, bus, etc.) resulting in  
36 injuries, death or property damage; and inmate sexual assaults.

37 An After-Action Review Report (Form BP-A586) shall be generated  
38 for all major incidents in accordance with P.S. 5500.12,  
39 Correctional Services Procedures Manual, dated 10/10/03.



1 Attempts to apprehend escapee(s) shall be in accordance with the  
2 contractor's established emergency plans and procedures set forth  
3 in P.S. 5553.07, Escapes/Deaths Notifications, dated 2/10/06, and  
4 Report of Incident (Form BP-A583).

#### 5 Investigations

6 The Government may investigate any incident pertaining to  
7 performance of this contract. The contractor shall cooperate  
8 with the Government on all such investigations.

#### 9 Sexual Assault

10 The contractor shall comply with the policies and procedures for  
11 establishment of a sexual abuse/assault program as contained in  
12 P.S. 5324.06, Sexually Abusive Behavior Prevention and  
13 Intervention Program, dated 4/27/05.

#### 14 J. Discipline

15 The contractor shall comply with the policy and procedures for  
16 inmate discipline as contained in 28 CFR 541 and P.S. 5270.07,  
17 Inmate Discipline and Special Housing Units, dated 3/20/06. All  
18 data regarding the discipline incident report process for inmates  
19 shall be entered into SENTRY.

#### 20 K. Inmate Rights

21 In addition to the contractor's grievance policy, the contractor  
22 shall develop procedures for inmates to file administrative  
23 remedy appeals in accordance with 28 CFR Part 542 for issues  
24 outside the contractor's scope of responsibility as determined by  
25 the BOP. The contractor shall accept and respond to the appeal  
26 to the extent possible with further appeal to the BOP. Appeals  
27 to the BOP must be submitted in the English language.

28 The contractor shall stock and provide inmates with BOP  
29 administrative remedy forms. The contractor shall utilize SENTRY  
30 to facilitate the administrative remedy process. When relief is  
31 granted upon appeal, the contractor shall take corrective action  
32 as indicated in the response.

33 The contractor shall comply with the Religious Freedom  
34 Restoration Act of 1993, 42 USC 2000bb, et seq., and ensure the

religious services programs are consistent with this Act.

**L. Reception and Orientation**

Admission and Release Procedures

The contractor shall comply with P.S. 5800.12, Receiving and Discharge Manual, dated 8/17/98, when entering inmate admission and release data.

The search of inmates admitted to the facility or released to any authority shall include a strip search performed by contractor staff. The search shall be conducted by persons of the same gender except in urgent circumstances.

Inmates shall be fingerprinted using Government supplied forms and submitted to the FBI in accordance with P.S. 5800.12, Receiving and Discharge Manual, dated 8/17/98.

The intake process shall include, at a minimum, medical, social and psychological screening within 24 hours of inmate arrival at the facility and prior to inmate release to the general population. For all newly committed inmates, a psychological assessment shall be completed within 14 days of arrival at the facility. For inmates transferring from a BOP institution, a psychological update of the inmate is sufficient in lieu of the psychological assessment.

The contractor shall ensure all requirements related to P.S. 5180.04, Central Inmate Monitoring System, dated 8/16/96, are maintained.

In cases where inmates are being transferred to or from foreign countries, 28 CFR 527 and 18 USC 4100, et seq., shall be followed.

P.S. 5580.07, Personal Property, Inmate, dated 12/28/05, provides procedures related to inmate property. Property of inmates transferred to other facilities shall meet the requirements of the above Program Statement. In the event property outside the scope of P.S. 5580.07 accompanies an inmate departing the contract facility, the property shall be returned to the facility for disposition at the contractor's expense. All inmate personal property shall be inventoried and an Inmate Personal Property Record (Form BP-A383) completed upon inmate admission or



1 discharge.

## 2 DNA Analysis Procedures

3 The contractor shall develop and implement procedures to comply  
4 with the DNA Analysis Backlog Elimination Act of 2000 (P.L. 106-  
5 546) and USA Patriot Act (P.L. 107-560). These laws require DNA  
6 samples to be obtained from inmates convicted of qualifying  
7 federal offenses as determined by the Attorney General. A list  
8 of qualifying offenses, subject to change by determination of the  
9 Attorney General, is included as an attachment in Section J.  
10 Subsequent changes to the list of qualifying offenses shall be  
11 disseminated to the contractor by the COTR. The law applies to  
12 inmates with current or past qualifying offenses. The contractor  
13 shall develop procedures to identify inmates currently in custody  
14 who meet the statutory requirement for DNA testing. Inmates  
15 coming into custody will have DNA requirements identified by the  
16 BOP.

17 The FBI will supply standardized DNA collection kits to the  
18 contractor. The FBI analyzes the collected samples and maintains  
19 the Combined DNA Index System (CODIS).

20 The contractor shall adhere to the SENTRY instructions for DNA  
21 collection as provided by the BOP. Inmates found to have  
22 qualifying offenses will be identified thru SENTRY. DNA sampling  
23 must occur prior to an inmate release. If an inmate has already  
24 provided a DNA sample as identified in SENTRY, another sample is  
25 not required.

26 The contractor shall provide notification using a BOP approved  
27 format of the Notice of Release and Arrival (Form BP-A714) to the  
28 appropriate authorities (United States Probation or Court  
29 Services or Offender Supervision Agency) of each inmate releasing  
30 to a term of community supervision and subject to this law,  
31 indicating if a DNA sample has been collected.

## 32 **M. Classification**

33 Inmates shall be housed in a unit where the contractor shall  
34 ensure appropriate supervision, informal interaction and early  
35 problem identification and resolution is provided.

36 Unit team members shall be accessible from the housing unit and  
37 available to the population. Individual and group counseling

1 shall be available.

2 Programming shall be reviewed with individual inmates on a  
3 regular basis.

4 The contractor shall enter and keep current all required SENTRY  
5 transactions and written documentation related to the  
6 classification and program review of inmates, progress reports  
7 and Central Inmate Monitoring System. A system of records and  
8 review to ensure compliance with P.S. 5100.08, Inmate Security  
9 Designation and Custody Classification, dated 9/12/06, and 28 CFR  
10 shall be maintained.

11 The contractor shall follow all applicable provisions related to  
12 the Violent Crime Control and Law Enforcement Act of 1994 (P.L.  
13 103-332) ensuring all notification requirements are accomplished  
14 for appropriate inmates.

15 The facility shall develop and maintain a financial  
16 responsibility system to assist the inmate in developing a  
17 financial plan to meet legitimate financial obligations in  
18 accordance with 28 CFR 545.10.

19 The contractor shall develop policy and procedures for the  
20 facility concerning victim and/or witness notification for  
21 appropriate inmates which meet the requirements outlined in  
22 28 CFR 551 Subpart M, §551.150-551.153; Victim and Witness  
23 Protection Act of 1982 (P.L. 97-291); Crime Control Act of 1990  
24 (P.L. 101-647); and Violent Crime Control and Law Enforcement Act  
25 of 1994 (P.L. 103-332).

26 The contractor shall develop policy and procedures to comply with  
27 the provisions of the Adam Walsh Child Protection and Safety Act  
28 of 2006 (H.R. 4472) as outlined in the Procedures for  
29 Implementation of Walsh Act Civil Commitment of Sexually  
30 Dangerous Persons located in Section J of the contract.

31 The procedures shall ensure the contractor reviews all inmate  
32 files to determine qualifying conduct for establishing an  
33 appropriate Adam Walsh Case Management Assignment (CMA)  
34 assignment. No inmate shall be released without a Walsh CMA  
35 assignment.



1 **N. Health Care**

2 The contractor shall provide all essential health care services  
3 while meeting the applicable standards and levels of quality  
4 established by the ACA and the designated BOP National Health  
5 Care Accreditation Provider, The Joint Commission. In addition,  
6 the contractor shall adhere to all applicable federal, state and  
7 local laws and regulations governing delivery of health services.

8 The contractor's facility shall obtain full accreditation by the  
9 BOP's accepted medical accreditation organization within 24  
10 months of the NTP and shall maintain continual compliance with  
11 the accreditation standards during performance of the contract.  
12 The BOP's current medical accreditation is by The Joint  
13 Commission.

14 Failure to perform in accordance with contract requirements and  
15 to obtain full accreditation by the BOP's accepted medical  
16 accreditation organization within 24 months of the NTP may result  
17 in a reduction of the monthly operating price in accordance with  
18 the contract terms.

19 The BOP has established standards of medical care to be provided  
20 to all individuals for whom they are responsible, regardless of  
21 the setting in which they receive such care. These standards are  
22 articulated through BOP Program Statements (P.S.), Operations  
23 Memoranda (OM), Technical Reference Manuals (TRM) and clinical  
24 practice guidelines. The contractor shall establish policies,  
25 procedures and protocols which assure the services it provides  
26 meet these standards.

27 The list below is provided for reference. There are portions of  
28 particular BOP Program Statements included in this list for which  
29 compliance is mandatory (e.g., mortality review, testing for  
30 tuberculosis and other infectious diseases). The sections and  
31 the specific requirements are outlined later in the SOW.

32 P.S. 5310.12 Psychology Services Manual, dated 3/7/95  
33 P.S. 6010.01 Psychiatric Treatment and Medication,  
34 Administration Safeguards for, dated 9/21/95  
35 P.S. 6010.02 Health Services Administration, dated 1/15/05  
36 P.S. 6013.01 Health Services Quality Improvement, dated  
37 1/15/05  
38 P.S. 6027.01 Health Care Provider Credential Verification,  
39 Privileges, and Practice Agreement Program, dated 1/15/05

1 P.S. 6031.01 Patient Care, dated 1/15/05  
2 P.S. 6080.01 Autopsies, dated 5/27/94  
3 P.S. 6090.01 Health Information Management, dated 1/15/05  
4 P.S. 6190.03 Infectious Disease Management, dated 6/28/05  
5 P.S. 6270.01 Medical Designations and Referral Services  
6 for Federal Prisoners, dated 1/15/05  
7 P.S. 6340.04 Psychiatric Services, dated 1/15/05  
8 P.S. 6360.01 Pharmacy Services, dated 1/15/05  
9 P.S. 6370.01 Laboratory Services, dated 1/15/05  
10 P.S. 6400.02 Dental Services, dated 1/15/05  
11 PRG G6000I.04 Program Review Guidelines - Health Services  
12 Institution, dated 4/26/06  
13 TRM 6001.03 SENTRY Sensitive Medical Data/Medical Duty  
14 Status/Acuity Status, dated 6/8/99  
15 TRM 6501.06 Pharmacy, dated 2/28/01

16 Administration

17 Whenever possible, health care services shall be provided within  
18 the facility Health Services Unit (HSU). The contractor shall  
19 establish arrangements with local health care providers for  
20 emergency and medical services necessary for outpatient and  
21 inpatient health care not provided within the facility.

22 The contractor shall provide a minimum of one negative pressure  
23 room within the institution with the ventilation rate a minimum  
24 of 12 air exchanges per hour. The room shall also have an  
25 exhaust system to direct flow of air from the room to the  
26 outdoors or through High-Efficiency Particulate Air (HEPA)  
27 filters. The contractor shall have a negative pressure sensor  
28 device that will continuously monitor the pressure within the  
29 room.

30 The contractor shall provide adequate space for examination and  
31 treatment of the patient population, along with medical equipment  
32 to provide care required by the population. Space allocations  
33 shall include:

- 34 • space for privacy in consultation and physical examination,  
35 • facilities for providing urgent care,  
36 • storage and disposal of biohazardous waste,  
37 • dental treatment area,  
38 • secure pharmacy area,  
39 • specimen collection area, and



1 • secure medical record storage.

2 Medical equipment should allow providers to conduct routine  
3 physical examinations, diagnose and treat minor injuries,  
4 evaluate emergency conditions and life support equipment as  
5 appropriate to the setting (e.g., automatic external  
6 defibrillators or other similar device). The contractor shall  
7 maintain a medical equipment preventive maintenance plan.

8 Services

9 The contractor shall have written plans, procedures and  
10 associated protocols for:

- 11 • routine (ambulatory) health care, mental health and  
12 dental services;
- 13 • 24/7 access to urgent/emergency medical treatment,  
14 including medical, mental health and dental emergencies;
- 15 • utilization of infirmary or "observation units" if they  
16 exist;
- 17 • initial health screening;
- 18 • health appraisal examination;
- 19 • daily triage of complaints;
- 20 • access to care procedures (scheduling appointments,  
21 consultations, diagnostic or treatment procedures, how care is  
22 provided in segregation or detention areas);
- 23 • special medical programs and services for, but not  
24 limited to:
  - 25 • management of chronic and acute medical  
26 conditions;
  - 27 • convalescent care;
  - 28 • mental health and substance abuse services;
  - 29 • health care specialists;
  - 30 • physical therapy services;
  - 31 • ancillary services - radiology, laboratory, etc.;
  - 32 • dental services (routine and emergency);
  - 33 • pharmaceutical services and supplies;
  - 34 • optometry services to include the provision of  
35 medically necessary eyeglasses;
  - 36 • health education;
  - 37 • medical diets;
  - 38 • medical management related to the use of force and  
39 restraints;

- medical management of hunger strikes;
- surveillance, control, diagnosis and treatment of infectious diseases; and
- quality assurance/improving organizational performance provider licensure, credentialing, peer review.

#### Staffing

The contractor shall submit written plans and procedures for health care staffing of the facility. The plan will:

- specify the duties and responsibilities of all staff providing clinical services;
- specify the numbers and mix of staff providing services;
- define the supervision of staff providing services;
- ensure all duties and responsibilities of the clinical staff are consistent with applicable state licensing laws or regulations covering the practice of medicine, nursing, dentistry or other regulated clinical professions;
- ensure duties and responsibilities do not exceed the scope of practice as defined for any provider;
- define the mechanism by which the contractor will ensure staff performing medical services are licensed or certified as required by law or regulation;
- define the procedures for primary source verification of credentials;
- define the process for granting privileges to licensed independent practitioners and how other providers are authorized to carry out their duties (agreements, protocols, standing orders, etc.).

#### Pharmacy Services

The contractor shall adhere to Part 1 of the Pharmacy TRM, the BOP National Formulary. The contractor shall obtain signed informed consents for medications used for psychiatric treatment which is located in the Pharmacy TRM.

#### Infectious Disease Management Program

The contractor shall comply with all Occupational Safety and Health Administration (OSHA) regulations in the delivery of health care services. The contractor shall ensure all inmates



are tested in accordance with P.S. 6190.03, Infectious Disease Management, dated 6/28/05.

The contractor shall comply with the most recent Centers for Disease Control and Prevention/Morbidity and Mortality Weekly Report (CDC/MMWR) "Prevention and Control of Tuberculosis in Correctional Facilities: Recommendations of the Advisory Council for the Elimination of Tuberculosis" and "Guidelines for Preventing Transmission of Mycobacterium Tuberculosis in Health-care Facilities."

The contractor shall comply with the most recent Department of Health and Human Services (DHHS) and United States Public Health Service (USPHS) guidelines related to the treatment of HIV and AIDS. These guidelines are available at [www.aidsinfo.nih.gov](http://www.aidsinfo.nih.gov). Specific guidelines include:

- "Guidelines for the Use of Antiretroviral Agents in HIV-Infected Adults and Adolescents"
- "Guidelines for the Prevention of Opportunistic Infections in Persons Infected with HIV"
- "Guidelines for the Management of Occupational Exposures to HBV, HCV, and HIV and Recommendations for Postexposure Prophylaxis"
- "Management of Possible Sexual, Injecting-Drug-Use, or Other Nonoccupational Exposure to HIV, Including Considerations Related to Antiretroviral Therapy"
- Prevention and Treatment of Tuberculosis Among Patients Infected with Human Immunodeficiency Virus: Principles of Therapy and Revised Recommendations"

The contractor shall comply with the most recent National Institutes of Health (NIH) "Consensus Development Conference Statement on the Management of Hepatitis C."

#### Preventive Health Services

The contractor shall provide preventive health care to include immunizations and medical screening procedures consistent with those recommended by the United States Preventive Health Task Force.

#### Management of Chronic Medical Conditions

For the treatment of chronic diseases, the contractor shall use

current evidence-based clinical treatment guidelines promulgated by nationally recognized sources, such as the National Asthma Education Program; Joint National Committee on Prevention, Detection, Evaluation and Treatment of High Blood Pressure; National Cholesterol Education Program; American Diabetes Association; and American Psychiatric Association. The BOP Health Services Division has issued clinical treatment guidelines from the Office of the Medical Director based upon these and other nationally recognized guidelines and tailored to the correctional environment. These are available from the Health Services Division or at [www.nicic.org](http://www.nicic.org). The contractor shall specify which guidelines it has chosen to use and will be benchmarked against those guidelines.

#### Quality Improvement

The contractor shall establish a clinical care quality assessment and improvement program along with a quality measurement system for health care services. The quality of services shall be assessed through this program, and the findings shall be available to the BOP upon request.

#### Organ Donations/Transplants

All issues related to organ donations/transplants will be immediately reported to the COR for consultation with the BOP Medical Director who will evaluate on a case-by-case basis.

#### Inmate Death

In the event of inmate death, the contractor shall immediately notify the COTR and submit a written report to the COR and BOP Medical Director via GroupWise at BOP-HSD\Assistant Director within 24 hours. Also, a copy of this report must be sent to the BOP Office of Quality Management (OQM) via GroupWise at BOP-HSD\Quality Management. The written report shall include, at a minimum: name of the deceased, age, register number, date of death, preliminary cause of death, place of death, narrative containing brief clinical synopsis of events leading to death (including staff response and hospitalization) and past medical history. If an autopsy is to be performed, this information should be included. If the death occurred in the community hospital, length of hospitalization or emergency care must be included.



1 If death is due to violence, an accident surrounded by unusual or  
2 questionable circumstances or is sudden and the deceased has not  
3 been under immediate medical supervision, the contractor shall  
4 notify the coroner of the local jurisdiction to request review of  
5 the case and, if necessary, examination of the body (e.g.,  
6 autopsy). The contractor shall obtain the autopsy report if one  
7 is performed and submit it along with the Mortality Review Report  
8 mentioned below. If the autopsy, toxicology or tissue analysis  
9 is not completed by the coroner in the 30-day time frame  
10 mentioned below, the contractor will notify OQM via GroupWise and  
11 forward the results as soon as they are available. The  
12 contractor shall establish coroner notification procedures  
13 outlining such issues as performance of an autopsy, who will  
14 perform the autopsy, obtaining state-approved death certificates  
15 and local transportation of the body.

16 Within 30 days of an inmate death, the Mortality Review Committee  
17 will complete the Mortality Review Report in its entirety and  
18 send it, accompanied by the original health record, to the Health  
19 Services Division, Office of Quality Management. Final autopsy  
20 reports, toxicology studies, death certificates, etc. are to be  
21 forwarded to OQM via trackable mail immediately upon receipt.  
22 The contractor is required to conduct the mortality review using  
23 the Multi-Level Mortality Review (Form BP-A563) and to submit to  
24 the BOP Medical Director via GroupWise with a copy to the COR.  
25 P.S. 6013.01, Health Services Quality Improvement, dated 1/15/05,  
26 should be consulted for guidance. The BOP will have an external  
27 consultant review the report and provide written recommendations  
28 to the contractor via the Medical Director.

29 If the Mortality Review Committee finds opportunities to improve  
30 the quality of care, the plan of action for improvement should be  
31 considered and, if appropriate, incorporated into the  
32 contractor's Quality Control Program. If the external consultant  
33 recommends improvement action, the contractor must address each  
34 recommendation and report any actions taken to the BOP Medical  
35 Director within 90 days of receipt of the recommendations.

36 The contractor is responsible for preparation and transportation  
37 of the body to the designated family member, nearest of kin or  
38 Consular Officer of the inmate's country of legal residence.

39 Personal property of the deceased inmate shall be inventoried and  
40 forwarded to the designated family member, nearest of kin or  
41 Consular Officer of the inmate's country of legal residence.

1 Medical Records

2 Consistency in content and format of medical records of inmates  
3 transferring between contract and BOP facilities is a critical  
4 component of care for inmates.

5 The contractor shall adhere to P.S. 6090.01, Health Information  
6 Management, dated 1/15/05, in preparing, formatting, documenting,  
7 maintaining, releasing of information and all medico-legal  
8 aspects of an inmate's medical record. The contractor is  
9 responsible for supplying medical record folders, consistent with  
10 the specification provided by the BOP, only for those inmates who  
11 are new designations into the facility or in cases where  
12 transferred medical records cannot be located. The Government  
13 shall provide the contractor a copy of all applicable Government  
14 forms necessary to document an inmate's medical record.

15 Data Collection and Management

16 The contractor shall comply with P.S. 6031.01, Patient Care,  
17 dated 1/15/05, on Sensitive Medical Data/Medical Duty Status  
18 (SMD/MDS) for the reporting and accountability of medical data on  
19 all inmates assigned to the facility, including utilizing the  
20 SMD/MDS TRM.

21 Data collected for the assessment of the quality of care or for  
22 accreditation purposes will be made available to the BOP upon  
23 request.

24 Medical Redesignation Requests

25 The contractor shall comply with P. S. 6270.01, Medical  
26 Designations and Referral Services for Federal Prisoners, dated  
27 1/15/05, regarding transfers and medical designations of inmates  
28 assigned to the facility. Medical designations to BOP medical  
29 centers or other Government facilities will be at the sole  
30 discretion of the BOP. In order to transport, the inmate must be  
31 medically cleared and stable for their mode of travel.

32 **O. Work and Correctional Industries**

33 Inmate labor shall be used in accordance with the inmate work  
34 plan developed by the contractor. The inmate work plan may  
35 include work or program assignments for industrial, maintenance,  
36 custodial, service or other jobs.



1 Inmates shall not be used to perform the responsibilities or  
2 duties of an employee of the contractor. Appropriate safety/  
3 protective clothing and equipment shall be provided to the inmate  
4 population as appropriate. Inmates shall not be assigned work  
5 considered hazardous or dangerous. This includes, but is not  
6 limited to, areas or assignments requiring great heights, extreme  
7 temperatures, use of toxic substances or unusual physical  
8 demands.

9 As applicable, inmates shall be paid identical rates of pay as  
10 those established by the BOP. Current established rates are in  
11 P.S. 5251.06, Inmate Work and Performance Pay, dated 10/1/08, and  
12 28 CFR 545.20. The contractor shall develop procedures whereby  
13 inmates receiving performance pay who are found through the  
14 disciplinary process to have committed a level 100 or 200 series  
15 drug- or alcohol-related prohibited act will have performance pay  
16 reduced to maintenance pay level.

17 **P. Academic and Vocational Education**

18 The contractor may provide voluntary educational programs (e.g.,  
19 English-as-a-Second-Language).

20 The contractor shall comply with the Protection of Children from  
21 Sexual Predators Act of 1998 (P.L. 105-314). Inmates shall be  
22 restricted from access to interactive computer services.

23 Newspapers and other reading materials in languages applicable to  
24 the inmate population shall be provided in sufficient quantity  
25 and in a timely manner.

26 The contractor shall develop and make available to all inmates an  
27 education program which addresses the subject of sexual  
28 assault/sexual abuse. The content of the educational program  
29 must include topics such as: recognizing behaviors that are  
30 inappropriate, harassing or assaultive; how to seek protection;  
31 privacy rights; medical/psychological programs for victims of  
32 abuse; and how to make confidential reporting of sensitive issues  
33 to institution staff, BOP or DOJ Office of Inspector General  
34 (OIG). The contractor shall augment the educational program by  
35 distributing informational posters and pamphlets to the inmate  
36 population.

1 **Q. Recreation and Activities**

2 The contractor shall comply with Section 611 of P.L. 104-208,  
3 Title I, Section 101(a) (the Zimmer Amendment), which addresses  
4 use of recreational equipment and materials by federal inmates.  
5 The contractor shall develop adequate and meaningful recreation  
6 programs for inmates at the facility.

7 The contractor shall not permit any of the restricted items or  
8 practices identified in Sections 612 and 615 of The Commerce,  
9 Justice, State Appropriations Act of 2000 (P.L. 106-113), as  
10 amended or re-authorized, in the facility.

11  
12 **R. Telephone**

13 The contractor shall provide a telephone system for inmates  
14 capable of accommodating both debit and collect telephone calls.  
15 The contractor shall establish procedures that permit inmates to  
16 make telephone calls, including in cases of emergency or  
17 indigence.

18 The contractor shall implement telephone limitations as directed  
19 by the BOP.

20 Inmates in the Special Housing or Control Unit are entitled to a  
21 minimum of one social call per month.

22 The system shall prevent inmates from calling any telephone  
23 number not included on the inmate's official telephone list.  
24 Once an inmate submits the initial list, it must be processed  
25 (ordinarily within five work days) and may contain up to 30  
26 telephone numbers the inmate is authorized to call. Calls may be  
27 made via debit or collect procedures except as otherwise  
28 authorized by the Warden of the facility for good cause. The  
29 contractor shall ensure any individual (United States residents  
30 only) placed on an inmate's telephone list receives notice they  
31 have been placed on such a list and document same. The  
32 contractor shall ensure the individual is provided with the means  
33 to remove themselves from the list.

34 A telephone number for a victim or a witness (as identified on  
35 the Pre-Sentence Investigation Report or as otherwise verified by  
36 staff) or telephone numbers assigned to any BOP institution,  
37 office or component or any telephone number of a recently  
38 separated or current contract/BOP employee may not be placed on



1 an inmate's telephone list without the Warden's express written  
2 permission.

3 The contractor shall allow each inmate the opportunity to update  
4 their telephone list no more than three times per month except as  
5 otherwise authorized by the Warden of the facility for good  
6 cause.

7 If authorized to do so under applicable law, the contractor shall  
8 monitor and record inmate telephone conversations. The  
9 contractor shall provide notice to inmates of the potential for  
10 monitoring. However, the contractor shall also provide  
11 procedures at the facility for inmates to be able to place  
12 unmonitored telephone calls to their attorneys of record.

13 Telephone rates shall not exceed the dominant carrier residential  
14 tariff rate and shall conform to all applicable federal, state  
15 and local telephone regulations.

16 Any income received by the contractor as a result of inmate  
17 telephone calls which is in excess of expenses incurred (to  
18 include refunds/rebates from carriers) shall offset the cost of  
19 this contract. The contractor shall provide the CO with copies  
20 of any contracts between the contractor and the inmate telephone  
21 system provider(s). The contractor shall provide the CO with all  
22 documentation in support of any agreement the contractor has  
23 regarding income, refunds, rebates and other monetary or non-  
24 monetary reimbursements involving the inmate telephone system.  
25 The contractor shall also provide the CO and COR with copies of  
26 all invoices and other documentation of expenses incurred and  
27 income received in regards to the inmate telephone system with  
28 its monthly request for contract payment and apply the credit  
29 against the monthly payment. The CO and COR shall have total  
30 access to all telephone operation records.

31 [End of Section]

### **E.3 CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES**

The rights of the Government and remedies described in this section are in addition to all other rights and remedies set forth in this solicitation. Specifically, the Government reserves its rights under the Inspection of Services and Termination Clauses. Any reductions in the contractor's invoice shall reflect the contract's reduced value resulting from the contractor's failure to perform required services. The contractor shall not be relieved of full performance of the services hereunder and may be terminated for default based upon inadequate performance of services, even if a reduction was previously taken for any inadequate performance.

### **E.4 INSPECTION BY REGULATORY AGENCIES**

Work described within the contract is subject to inspection by other regulatory agencies. The contractor shall respond to all requests for information and inspection or review findings by regulatory agencies. The results of all such inspections shall be provided to the CO/Contracting Officer's Technical Representative (COTR).

### **E.5 PERFORMANCE EVALUATION MEETINGS**

The contractor's representatives shall meet with the COR, COTRs and the CO on a regular basis as determined necessary by the CO. These meetings will provide a management level review and assessment of contractor performance, a discussion and resolution of problems, and, if applicable, a draft of the contractor's proposed invoice. A mutual effort will be made to resolve all problems identified. The contractor is responsible for the preparation of the meeting minutes. The written meeting minutes shall be signed by the contractor's representative and the Government's representative within a reasonable time frame as determined by the CO/COR. Within five calendar days of receipt of the signed minutes, the contractor shall respond in writing to the CO concerning any areas of disagreement.

[End of Section]



## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 CHANGE IN ESSENTIAL PERSONNEL

Following contract award, any change in essential personnel during contract performance, is subject to the review and approval of the Contracting Officer's Technical Representative. The Contractor shall submit evidence that the qualifications of the prospective replacement personnel are equal to or greater than personnel vacating the positions. Such requests for review and approval shall be in writing. Failure of the contractor to timely fill any key position may result in an invoice reduction from the day of the vacancy.

The following positions are considered essential personnel:

- Project Coordinator
- Warden
- Associate Warden(s)
- Administrator, Religious Services
- Case Management Coordinator
- Chief, Correctional Services
- Computer Services Manager
- Correctional Shift Supervisors
- Facilities Manager/Administrator
- Food Service Administrator
- Human Resource Manager
- Intelligence Officer
- Inmate Systems/Records Office Manager
- Medical Services Administrator
- Quality Control Specialist
- Safety/Environmental Specialist

### H.2 POST-AWARD PERFORMANCE CONFERENCE

A post-award performance conference between the BOP and the contractor will be held prior to issuance of the Notice to Proceed.

The purpose of the post-award performance conference is to: discuss and develop a mutual understanding concerning scheduling and administering the work; introduce BOP and contractor staff; and resolve as many potential problems as possible before performance.

Contractor participation in the post-award performance conference is required. The Project Coordinator, and other contractor personnel as identified by the Contracting

## Attachment J-2

### EVALUATION TECHNIQUES FOR QUALITY ASSURANCE OF CONTRACTOR PERFORMANCE

**General:** In accordance with the Inspection of Services-Fixed Price clause, the Federal Bureau of Prisons (BOP) may choose to apply a program review inspection process to either assess the contractor's performance or determine the amount of payment, or both. The following is a description of the program review process.

Program Review is a system for inspecting performance, testing the adequacy of the internal quality controls and assessing risks for all program and administrative areas of contract performance.

The review guidelines will be based on the Contractor's Quality Control Program (QCP), the Statement of Work (SOW), professional guidelines referenced by the SOW, applicable BOP policy and any other appropriate measure within the contract's scope of work.

Contract requirements will be divided into various disciplines, each of which has a number of vital functions. Successful performance in a vital function is essential to successful performance of the related discipline. Each discipline comprises a specific percentage of the overall contract requirement. Deductions will be based on these percentages applied to the overall monthly invoice.

The BOP may, consistent with the scope of contract performance requirement, unilaterally change the vital functions identified with the performance requirements summary. A minimum of 30 calendar days before the beginning of each evaluation period, the Contracting Officer will notify the contractor of any exchanges. If the contractor is not provided with the notification, the existing vital functions will continue in effect for the next evaluation period, unless the contractor agrees to accept the proposed changes.

The BOP reserves the right to develop and implement new inspection techniques and instructions at any time during contract performance without notice to the contractor.

**Management Assessment:** Subsequent to award, the Contracting Officer (CO) will convene a meeting in which the BOP and the Contractor will cooperatively assess the contractor's QCP and the BOP's Quality Assurance Program (QAP). The assessment process is intended to facilitate the identification of strategic issues important to the quality assurance and quality control programs and a mutual understanding of these programs by BOP and contractor staff.



ADAMS COUNTY CORRECTIONAL CENTER  
#20 HOBO FORKS ROAD

Place of Performance: NATCHEZ, MISSISSIPPI 39120

Total Contract Value: \$632,026,611 (Four-year base period and three two-year option periods)

1. **TYPE OF PLAN:** (Check only one)

☒ **INDIVIDUAL CONTRACT PLAN:** This type of plan covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

☐ **MASTER PLAN:** This plan contains all the required elements of an individual plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

☐ **COMMERCIAL PLAN:** This type of plan (including goals) covers the offeror's fiscal year and applies to the entire production of commercial items sold by either the entire company or a portion of the company (e.g. division, plant or product line).

2. **GOALS:**

FAR 19.704 (a) (1) and (2) requires percentage goals and total dollars planned to be subcontracted to small business, small disadvantaged business, women-owned small business, HUBZone small business, veteran-owned small business, and service-disabled veteran-owned small business concerns, as subcontractors for the base period and (if applicable) each option period.

A. Total estimated value of all planned subcontracting for each performance period, both in dollars and percentages for small and other than small business concerns, based on the overall aggregated value of the acquisition is:

\$ 76,178,704

	Total Small Business		+ Other Than Small Business		= 100%
Base Period	\$12,638,580	43 %	\$16,753,468	57 %	\$29,392,048
1 <sup>st</sup> Option Period	\$6,508,869	43 %	\$8,628,036	57 %	\$15,136,904
2 <sup>nd</sup> Option Period	\$6,704,134	43 %	\$8,886,876	57 %	\$15,591,010
3 <sup>rd</sup> Option Period	\$6,905,259	43 %	\$9,153,482	57 %	\$16,058,742

NOTE: Each option period escalated 3% for inflation CPI.